

Panaji, 22nd January, 1998 (Magha 2, 1919)

SERIES I No. 43

OFFICIAL GAZETTE



GOVERNMENT OF GOA

NOTE:— There are two Extraordinary issues to the Official Gazette, Series I No. 42 dated 15-1-98 as follows:

- 1) *Extraordinary dated 15-1-1998 from pages 717 to 718 regarding Notification from Department of Law and Judiciary (Legal Affairs Division).*
- 2) *Extraordinary No. 2 dated 21-1-1998 from pages 719 to 722 regarding Notification from Department of Law and Judiciary (Legal Affairs Division).*

GOVERNMENT OF GOA

Department of Home

Home-General Division

Office Memorandum

15-5-89-HD(G)

Ref.:—Office Memorandum No. 2/38/75-PER dated 7th June, 1983.

Attention is invited to the above referred Government Office Memorandum wherein the reservation of 10% in Group 'C' and 20% in Group 'D' posts for direct recruitment of Ex-servicemen was made.

Government of Goa has reviewed the above arrangement and it has been decided to fix the reservation of 2% in Group 'C' and 2% in Group 'D' posts for direct recruitment of Ex-servicemen. The points fixed for the above reservation are 3 & 31 in Group 'C' and 11 & 26 in Group 'D' posts with immediate effect.

All the Heads of Departments/Offices concerned with the filling up of Group 'C' and 'D' posts by direct recruitment are hereby once again requested to implement the above decision without further delay.

However, it may be noted that the half yearly returns in the revised proforma as attached to the Office Memorandum No. 15-5-89-HD(G) dated 7-7-1997 may be furnished on due date without fail.

Receipt of this Office Memorandum may please be acknowledged.

A. Mascarenhas, Under Secretary (Home).

Panaji, 27th November, 1997.

Department of Law & Judiciary

Legal Affairs Division

Notification

10-5-96/LA-Vol. II

The Appropriation (Railways) Vote on Account Act, 1997 (Central Act 9 of 1997), which has been passed by Parliament and assented to by the President of India on 20th March, 1997 and published in the Gazette of India, Extraordinary, Part II, Section I, dated 20th March, 1997, is hereby published for the general information of the public.

P. V. Kadneker, Joint Secretary (Law).

Panaji, 21st November, 1997.

THE APPROPRIATION (RAILWAYS) VOTE ON ACCOUNT ACT, 1997

AN
ACT

to provide for the withdrawal of certain sums from and out of the Consolidated Fund of India for the services of a part of the financial year 1997-98 for the purposes of Railways.

Be it enacted by Parliament in the Forty-eighth Year of the Republic of India as follows:—

1. *Short title.* — This Act may be called the Appropriation (Railways) Vote on Account Act, 1997.

2. *Withdrawal of Rs. 8088,40,12,000 from and out of the Consolidated Fund of India for the financial year 1997-98.*— From and out of the Consolidated Fund of India there may be withdrawn sums not exceeding those specified in column 3 of the Schedule amounting in the aggregate to the sum of eight thousand and eighty-eight crores, forty lakhs and twelve thousand rupees towards defraying the several charges which will come in course of payment during the financial year 1997-98, in respect of the services relating to Railways specified in column 2 of the Schedule.

3. The sums authorised to be withdrawn from and out of the Consolidated Fund of India by this Act shall be appropriated for the services and purposes expressed in the Schedule in relation to the said year.

THE SCHEDULE

(See sections 2 and 3)

No. of Vote	Services and purposes	Sums not exceeding		
		Voted by Parliament	Charged on the Consolidated Fund	Total
1	2	3		
		Rs.	Rs.	Rs.
1	Railway Board	6,00,76,000	...	6,00,76,000
2	Miscellaneous Expenditure... ..	28,23,30,000	...	28,23,30,000
3	General Superintendence and Services on Railways	201,62,50,000	...	201,62,50,000
4	Repairs and Maintenance of Permanent Way and Works	392,87,93,000	21,000	392,88,14,000
5	Repairs and Maintenance of Motive Power ...	222,81,85,000	67,000	222,82,52,000
6	Repairs and Maintenance of Carriages and Wagons	405,15,66,000	17,000	405,15,83,000
7	Repairs and Maintenance of Plant and Equipment	209,22,22,000	...	209,22,22,000
8	Operating Expenses— Rolling Stock and Equipment	319,90,98,000	...	319,90,98,000
9	Operating Expenses— Traffic	1324,39,10,000	17,000	1324,39,27,000
10	Operating Expenses— Fuel	744,69,11,000	...	744,69,11,000
11	Staff Welfare and Amenities.. ..	147,21,59,000	...	147,21,59,000
12	Miscellaneous Working Expenses	182,75,71,000	2,38,62,000	185,14,33,000

No. of Vote	Services and purposes	Sums not exceeding		
		Voted by Parliament	Charged on the Consolidated Fund	Total
1	2	3		
		Rs.	Rs.	Rs.
13	Provident Fund, Pension and Other Retirement			
	Benefits	418,84,00,000	12,24,000	418,96,24,000
14	Appropriation to Funds	1177,66,67,000	...	1177,66,67,000
15	Dividend to General Revenues, Repayment of Loans taken from General Revenues and Amortization of Over-Capitalisation	4,28,11,000	...	4,28,11,000
16	Assets—Acquisition, Construction and Replacement—			
	Revenue	7,50,00,000	...	7,50,00,000
	<i>Other Expenditure</i>			
	Capital	1608,67,21,000	63,00,000	1609,30,21,000
	Railways Funds	682,59,67,000	78,67,000	683,38,34,000
	Total	8084, 46,37,000	3,93,75,000	8088,40,12,000

Notification

10-5-96/LA-Vol II

The Appropriation (Railways) No. 2 Act, 1997 (Central Act 11 of 1997) which has been passed by Parliament and assented to by President of India, on 25th March, 1997, is hereby published for the general information of the public.

P. V. Kadnekar, Joint Secretary (Law).

Panaji, 21st November, 1997.

THE APPROPRIATION (RAILWAYS) NO. 2 ACT, 1997

AN

ACT

to authorise payment and appropriation of certain further sums from and out of the Consolidated Fund of India for the services of the financial year 1996-97 for the purposes of Railways.

Be it enacted by Parliament in the Forty-eighth Year of the Republic of India as follows:—

1. *Short title.*— This Act may be called the Appropriation (Railways) No. 2 Act, 1997.

2. *Issue of Rs. 711,44,76,000 out of the Consolidated Fund of India for the financial year 1996-97.* — From and out of the Consolidated Fund of India there may be paid and applied sums not exceeding those specified in column 3 of the Schedule amounting in the aggregate to the sum of seven hundred and eleven crores, forty-four lakhs and seventy-six thousand rupees towards defraying the several charges which will come in course of payment during the financial year 1996-97, in respect of the services relating to Railways specified in column 2 of the Schedule.

3. *Appropriation.*— The sums authorised to be paid and applied from and out of the Consolidated Fund of India by this Act shall be appropriated for the services and purposes expressed in the Schedule in relation to the said year.

THE SCHEDULE

(See sections 2 and 3)

No. of Vote	Services and purposes	Sums not exceeding		
		Voted by Parliament	Charged on the Consolidated Fund	Total
	1	2	3	
		Rs.	Rs.	Rs.
1	Railway Board	1,16,30,000	...	1,16,30,000
2	Miscellaneous Expenditure (General) ...	3,45,39,000	...	3,45,39,000
3	General Superintendence and Services on Railways	22,61,44,000	1,17,000	22,62,61,000
4	Repairs and Maintenance of Permanent Way and Works	56,35,56,000	...	56,35,56,000
6	Repairs and Maintenance of Carriages and Wagons	60,16,39,000	...	60,16,39,000
7	Repairs and Maintenance of Plant and Equipment	27,95,89,000	10,00,000	28,05,89,000
8	Operating Expenses—Rolling Stock and Equipment	79,68,35,000	...	79,68,35,000
11	Staff Welfare and Amenities... ..	8,66,97,000	46,000	8,67,43,000
12	Miscellaneous Working Expenses	9,54,73,000	9,54,73,000
13	Provident Fund, Pension and Other Retirement Benefits	135,54,68,000	...	135,54,68,000
16	Assets—Acquisition, Construction and Replacement—			
	<i>Other Expenditure</i>			
	Capital	1,000	...	1,000
	Railways Funds	304,73, 32,000	1,44,10,000	306,17,42,000
	Total	700,34,30,000	11,10,46,000	711,44,76,000

Notification

3-2-97/LA

Whereas the Government has decided to grant an advance to Members of the Legislative Assembly for purchase of computer so as to help them in collecting data of their respective constituencies;

And whereas it is expedient to frame rules to regulate the procedure, etc., for grant of computer advance as aforesaid.

Now, therefore, the Government is hereby pleased to frame the following rules, namely:—

1. *Short title and commencement.*— (1) These rules may be called the Goa (Grant of Computer Advance to Members of the Legislative Assembly) Rules, 1997.

(2) They shall come into force at once.

2. *Application for grant of advance.*— An application for grant of advance under these rules shall be made in Form-I, to the Secretary (Legislature), Goa Legislature Secretariat.

3. *Maximum amount of advance admissible to Member.*— The maximum amount of advance admissible to a Member under these rules shall be rupees eighty thousand only.

4. *Repayment.*— (1) The advance granted to a Member under these rules shall be recovered in not more than 29 instalments i.e. 28 instalments of Rs. 3000/- and last instalment of Rs. 609/-;

Provided that —

- (i) the monthly recoveries of Rs. 3,000/- are made regularly;
- (ii) the first instalment of recovery of Rs. 3,000/- starts from the month following the month of drawal of the advance.

(2) Simple interest @ 5% shall be charged on advances granted under these rules. Interest shall be calculated from the date of drawal of advance, on the balances outstanding. The rate fixed at the time of sanction of the advance shall hold good for the entire duration of advance.

(3) If a person ceases to be a Member of the Legislative Assembly for any reason, the amount due towards each monthly instalment and interest thereon may be deducted from the pension payable to him or such person may repay such amount by remitting in cash in any Government Treasury, and shall produce Treasury challan every month for having so remitted the amount unless he pays the entire dues in a lumpsum and produces receipt therefor.

5. *Agreement and Mortgage.*— At the time of drawing the advance, the Member shall execute an agreement in Form II and on completing the purchase, he shall further execute a mortgage bond in Form III hypothecating the computer to the Government as security for the advance.

6. *Other terms and condition.*— All other terms and conditions governing the grant of advance under these rules shall be as specified in the Goa (Grant of Advance to Members of the Legislative Assembly for purchase of Motor Car) Rules, 1990.

FORM — I

The Goa (Grant of Computer Advance to Members of the Legislative Assembly) Rules, 1997

(See Rule 2)

Application for Computer Advance to Members of the Legislative Assembly.

1. Name of Application (in Block letters)
2. Applicants' Designation
3. District and Station
4. (i) Salary
- (ii) Other Allowances

5. Anticipated price of Computer

6. Amount of advance required

7. Date/Month of expiry of term

8. Number of instalments in which the advance is desired to be repaid.

9. Name and address of the reputed dealer.

10. Are any negotiations or preliminary enquiries being made so that delivery of computer may be taken within one month from the date of the drawal of the advance.

11. (a) Certified that the information given above is complete and true.

(b) Certified that I have not purchased the computer on account of which I apply for the advance and that I shall complete negotiations for the purchase of computer and make final payment and take possession of the said computer before the expiry of one month from date of drawal of the advance and that I shall insure the computer with the General Insurance Corporation of India or any Subsidiary Company thereto in accordance with the rules and that I shall abide by the rules relating to the grant of computer advance to the Members of Assembly.

Applicant's Signature

FORM — II

The Goa (Grant of Computer Advance to Members of the Legislative Assembly) Rules, 1997

(See Rule 5)

Form of Agreement executed before drawing an advance for the purchase of computer.

This Agreement is made on this day of in the year one thousand nine hundred and Between (hereinafter called the "Borrower" which expression shall include his heirs, administrator, executors and legal representatives) of the one part and the Governor of Goa (hereinafter called the "Government") of the other part.

Whereas the Borrower has, under the provisions of the Goa (Grant of Computer Advance to Members of the Legislative Assembly) Rules, 1997 (hereinafter referred to as the 'said Rules' which expression shall include any amendments thereof for the time being in force), applied to the Secretary (Legislature), Goa Legislature Secretariat, for advance of Rs. for the purchase of computer.

And whereas the Secretary (Legislature) has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

Now, it is hereby agreed between the parties hereto that in consideration of the sum of Rs. to be paid by the Government, the Borrower hereby agrees with the Government—

(1) to pay the Government the said amount with interest, and penal interest, if any, leviable calculated according to the said Rules by monthly deductions from his salary, pension and allowances as provided

in the said Rules and hereby authorises the Government to make the requisite deductions; and

(2) to execute a document hypothecating the said computer and also to furnish additional collateral security in the form of assignment of Life Insurance Policy or title deeds of other properties in favour of the Government as security for the amount lent to the Borrower as aforesaid and interest and penal interest, if any, leviable in the form provided by the said Rules. And it is hereby lastly, Agreed and Declared That if the computer has not been hypothecated as aforesaid within one month from the date of the payment of the said sum or if the Borrower within that period becomes insolvent or ceases to be the Member or dies, the whole amount of the advance and interest and penal interest, if any, leviable, accrued thereon shall immediately become due and payable.

In witness whereof the Borrower and for and on behalf of the Governor of Goa have hereunto set their hands the day and year first hereinbefore written.

.....
Signed by Shri

Designation

(Borrower)

Witnesses:

(1)

(2)

.....
Signed by (Name and Designation)

.....
for and on behalf of the Governor of Goa, in the presence of

Witnesses:—

(1)

(2)

(Signature of Witnesses).

FORM — III

The Goa (Grant of Computer Advance to Members of the
Legislative Assembly) Rules, 1997

(See Rule 5)

Form of Mortgage Bond for Computer Advance.

This Indenture is made on this day of
..... in the year one thousand nine hundred and
..... BETWEEN (hereinafter
called the 'Borrower' which expression shall include his heirs,
administrators, executors and legal representatives) of the one part and
the Governor of Goa (hereinafter called the "Government") of the
Other Part.

WHEREAS the Borrower has applied for and has been granted
advance of Rs. to purchase a computer under the provisions
of the Goa (Grant of Computer Advance to Members of the Legislative

Assembly) Rules, 1997 (hereinafter referred to as the 'said Rules'
which expression shall include any amendments thereof for the time
being in force);

AND WHEREAS one of the conditions upon which the said advance
has been granted to the Borrower is that the Borrower shall hypothecate
the computer and also furnish additional collateral security in the form
of assignment of Life Insurance Policy or title deeds of other properties
in favour of the Government as security for the amount lent to the
Borrower;

AND WHEREAS the Borrower has purchased with or partly with the
amount so advanced as aforesaid, the computer the particulars whereof
are set out in the Schedule I hereunder written (hereinafter called the
'said Computer').

NOW, THEREFORE, this Indenture witnesseth that in pursuance
of the said agreement and for the consideration aforesaid the Borrower
doth hereby covenant to pay to the Government the sum of Rs.
..... aforesaid by equal payment of Rs. each on the
first day of every month and will pay interest on the sum for the time
being remaining due and owing calculated according to the said Rules
and the Borrower doth agree that such payments may be recovered by
monthly deductions from his salary, pensions and allowances in the
manner provided by the said rules, and the Borrower doth hereby assign
and transfer unto the Government the said computer and also the Life
Insurance Policy bearing No. for rupees due for
maturity on (hereinafter called the "said Life Insurance
Policy") or the title deeds of the property described in Schedule II
(hereinafter called the 'said property') by way of security for the said
advance and the interest thereon as required by the said Rules.

And the Borrower doth hereby agree and declare that he has paid in
full the purchase price of the said computer and that the same is his
absolute property and that he had not pledged, and so long as any money
remains payable to the Government in respect of the said advance, shall
not sell, pledge or part with the said computer PROVIDED ALWAYS
and it is hereby agreed and declared that if any of the said instalments
of principal or interest shall not be paid or recovered in manner
aforesaid within ten days after the same are due or if the Borrower shall
die or at any time ceases to be a Member of the Legislative Assembly or
if the Borrower shall sell or pledge or part with the said computer or
become insolvent or make any composition or arrangement with his
creditors or if any person shall take proceedings in execution of any
decree or judgement against the Borrower, the whole of the said
principal sum which shall then be remaining due and unpaid together
with the interest thereon calculated as aforesaid shall forthwith become
payable. AND IT IS HEREBY AGREED AND DECLARED that the
Government may, on the happening of any of the events hereinbefore
mentioned, seize and take possession of the said computer and the said
Life Insurance Policy or the said property and —

(i) realise the amount from the said Life Insurance Policy or

(ii) sell by public auction or private contract without the interven-
tion of the Court, the said computer and the said property.

and may out of the realisation of the assigned Life Insurance Policy; or
of the sale money of the said computer and the said property, as the case
may be, retain the balance of the said advance then remaining unpaid
and any interest due thereon calculated as aforesaid and all costs,
charges, expenses and payments properly incurred, or made in main-
taining, defending or realising Government's rights hereunder and shall
pay over the surplus, if any, to the Borrower, his executors, adminis-
trators or legal representatives. PROVIDED FURTHER that the aforesaid
power of taking possession or selling of the said computer and the said
property and realisation of the amount from the said Life Insurance

Policy shall not prejudice the right of the Government to sue the Borrower or his legal representatives for the said balance remaining due and interest or in the case of the said computer and the said property being sold or the amount of the said Life Insurance Policy being realised the amount by which the net sale proceeds fall short of the amount owing, AND the Borrower hereby further agrees that so, long as any money's are remaining due and owing to the Government, he the Borrower will insure and keep insured the said computer against loss or damage by fire, theft or accident with the General Insurance Corporation of India or any subsidiary company thereto and will produce evidence to the satisfaction of the Government that the said Corporation or the Company to whom the said computer is insured have received notice that the Government is interested in the policy AND hereby further agrees that he will not permit or suffer the said computer to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said computer, the Borrower will forthwith have the same repaired and made good.

SCHEDULE I

Description of Computer

Maker's name

Description, etc.

Cost price

SCHEDULE II

(Description of Property)

In witness whereof the parties hereto have hereunder set their respective hands on the day and year first above written.

Signed and delivered by

Signed and delivered by

Shri
BorrowerShri
for and on behalf of the
Governor of Goa

Witnesses:

Witnesses:

(1)

(1)

(2)

(2)

By order and in the name of the Governor of Goa.

P. V. Kadneker, Joint Secretary (Law).

Panaji, 5th December, 1997.